

A.G. CONTRACT NO. KR-87-3370-TRD

ECS FILE: JPA-87-60

PROJECT: VLT-951-6-402PE, -502C
SECTION: Flagstaff Streets, Unit II

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT entered into this 30th day of JUNE, 1989, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the CITY OF FLAGSTAFF, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Section 48-572 Arizona Revised Statutes and Flagstaff City Charter Article I, Section 3, to enter into this agreement and acting by and through its City Council has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, State intends to reconstruct Flagstaff Streets, Unit II, defined as a portion of Santa Fe Avenue (S.R. B40) between Phoenix Avenue (Milepost 195.93±) and Switzer Canyon Drive (Milepost 197.18±); and

NO. <u>13959</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6-30-89</u>
<u>Jim Shumway</u> Secretary of State
By <u>B. Vermillion</u>

WHEREAS, City desires to construct utility improvements, consisting of the relocation and replacement of City sewer and water lines in Santa Fe Avenue which are in conflict with proposed roadway improvements to Flagstaff Streets, the installation of new sewer facilities in Santa Fe Avenue from Humphreys Street to Beaver Street and from Verde Street to Elden Street, and the installation of new water facilities in Santa Fe Avenue from Humphreys Street to Switzer Canyon Drive; and

WHEREAS, the construction cost to construct, relocate and/or replace said City utilities is estimated to be ONE MILLION ONE HUNDRED NINETY THOUSAND FOUR HUNDRED TWENTY SIX (\$1,190,426) as detailed on Exhibit A attached hereto and made a part hereof, and City agrees to bear the cost for construction of said utility improvements, including all costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor relative to the City's utility improvements.

THEREFORE, the parties hereto agree as follows:

STATE WILL:

1. Prepare plans for the reconstruction of Flagstaff Streets, Unit II.
2. Include in the project improvements, plans prepared by City for relocation and replacement of said City-owned utilities in conflict with the proposed reconstruction of Flagstaff Streets, Unit II and for new construction of City utilities.
3. Contract for construction of roadway improvements and said City-requested utility improvements, supervise construction, make all payments to the contractor, inspect and test said utility improvements in accordance with the contract documents, and approve and accept the facilities.
4. Submit to City a bill equal to the contractor's monthly pay estimate plus 12% for construction engineering and administrative costs together with a signed transfer document.
5. Upon completion of construction, submit to City a detailed account of all construction costs for said utility construction and a bill for said costs plus 12% for construction engineering and administrative costs less the amount of City's initial deposit and less any additional deposits for the construction contract.
6. Provide to City as-built utility plans conforming to A.D.E.Q. requirements.

CITY WILL:

1. Contract with the firm of Entranco Engineers, Inc., State's Design Consultant for the preparation of plans for the Flagstaff Streets, Unit II roadway improvements, to prepare plans for construction of said utility improvements.

2. Ensure through the City/Entranco Engineers, Inc. contract that billing between City and Entranco Engineers, Inc. is kept separate and complete from the State/Entranco Engineers, Inc. contract and that design personnel other than those assigned to prepare plans for the Flagstaff Streets, Unit II project are utilized to prepare plans for said utility improvements.

3. Ensure through the contract with Entranco Engineers, Inc. that City and Entranco Engineers, Inc. do not place themselves in a position of conflict of interest with respect to the State/Entranco Engineers, Inc. contract and that all potential conflicts of interest are brought to the attention of State in a timely manner for resolution.

4. With State's full cooperation, obtain all clearances from utility companies and be responsible for damage to any utility line associated with said utility improvements requested by City.

5. Establish a special collateral account through the State Treasurer's Local Government Investment Pool in the actual amount of the successful bidder's estimated cost of constructing the Santa Fe Avenue waterline from Humphrey's Street to Switzer Canyon Drive, the Humphreys Street to Beaver Street Sewer, the Verde Street to Elden Street Sewer, and associated utility relocations plus 12 percent of said estimated cost for engineering and administrative costs. Said account shall be subject to the following conditions:

- A. All interest accruals on said account shall be credited to the City.
- B. In addition to the initial deposit the City shall deposit funds in the account at the discretion of the State to cover change orders relating to the City's facilities and, in any case, to maintain a minimum balance of \$100,000 for this project, which minimum balance shall remain in the account until final completion of the project and the resolution of all claims and/or litigation against the project, if any, by the contractor.

- C. Upon final completion of the project and the resolution of all claims and/or litigation against the project, if any, by the contractor, the State shall release any funds remaining in the account to the City.

6. Upon the City's approval of the monthly pay estimate plus 12% for construction engineering and administrative costs, execute the payment directly to the State within 30 days of receipt of bill from the State.

7. Within 30 days of receipt of bill from State for actual construction costs plus 12 percent which are in excess of City's deposits, remit payment in full to State.

8. In addition to all costs as heretofore mentioned, pay all reasonable costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for said utility improvements. City will not participate in the State's incentive/liquidated damage program with the contractor.

9. Retain maintenance responsibilities for said utility improvements upon completion of construction.

10. Obtain all right-of-way necessary for said utility improvements.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party; provided however, agreements herein relating to maintenance shall be in perpetuity.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

BY: _____

TITLE: _____

Lavasi
Mayor

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: _____

Gary K. Robinson
Gary K. Robinson
Chief Deputy State Engineer

ATTEST: _____

Linda Butler

EXHIBIT A
to
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

Item No.	Description	Unit	Quantity	Unit Price	Amount
2020048	Removal of Structure (Manhole)	Each	3	\$2,000	\$ 6,000
4061021	Pavement Cut and Replacement (Dtl. TP/6G)	S.Y.	3991	\$40	159,640
7010001	*Maintenance and Protection of Traffic	L.Sum	1	\$29,400	29,400
7010010	*Temporary Concrete Barrier (New Installation)	L.F.	936	\$10	9,360
8080189	Air/Vacuum Release Valve (4") (with Access Manhole)	Each	10	\$4,500	45,000
8080221	Gate Valve (6")	Each	15	\$1,200	18,000
8080222	Gate Valve (8")	Each	5	\$2,000	10,000
8080223	Gate Valve (10")	Each	3	\$2,600	7,800
8080224	Gate Valve (12")	Each	13	\$3,200	41,600
8080271	Valve (6") (With Tapping)	Each	1	\$2,500	2,500
8080272	Valve (8") (With Tapping)	Each	1	\$2,800	2,800
8080273	Valve (10") (With Tapping)	Each	1	\$3,200	3,200
8080274	Valve (12") (With Tapping)	Each	1	\$3,600	3,600
8080616	Provide Water Service (3/4")	Each	3	\$1,500	1,500
8080617	Provide Water Service (1")	Each	2	\$1,500	3,000
8080620	Provide Water Service (2")	Each	1	\$1,500	1,500
8080627	Reconstruct Water Service	Each	37	\$1,000	37,000
8080651	Fire Hydrant	Each	12	\$2,200	26,400

Item No.	Description	Unit	Quantity	Unit Price	Amount
8080693	Sewer Encasement (COF Std. Dwg. I-10.10)	L.F.	12	\$30	\$ 360
8080697	Concrete Pipe Plug (Abandon Pipe Plug Detail)	Each	66	\$125	8,250
8081003	Water Main (Inter-Tie Disconnect)(Realignment)	Each	3	\$1,000	3,000
8081415	Pipe-Ductile Iron (6") (Class 50)	L.F.	444	\$75	33,300
8081422	Pipe-Ductile Iron (8") (Class 50)	L.F.	296	\$85	25,160
8081429	Pipe-Ductile Iron (10") (Class 50)	L.F.	128	\$100	12,800
8081436	Pipe-Ductile Iron (12") (Class 50)	L.F.	5504	\$90	495,360
8081450	Pipe-Ductile Iron (16") (Class 50)	L.F.	81	\$150	12,150
8082010	House Connection, Sewer	Each	20	\$450	9,000
8090086	Sewer Pipe (8") (PVC) (SRD 35)	L.F.	920	\$35	32,200
8091111	Manhole, Sanitary Sewer, 4' Dia. (COF Std. Dwg. I-20.10)	Each	7	\$2,000	14,000
9240121	Miscellaneous Work (Connect to Existing Manhole)	Each	3	\$2,000	6,000
Subtotal					<u>\$ 1,062,880</u>

*Item is 12% of the total construction amount

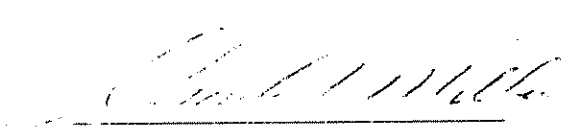
12 % of Construction Costs for Constuction Engineering 127,546

Total Estimated Costs assigned to City \$ 1,190,426

RESOLUTION

BE IT RESOLVED on this 15th day of February 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Flagstaff for the purpose of improvements to Flagstaff Streets Unit.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

APPROVAL OF THE CITY ATTORNEY

Re: IGA for the City to Pay Approximately \$1,190,000 of the Cost of Proposed Improvements on Santa Fe Avenue Between Phoenix Avenue and Switzer Canyon Drive.

I hereby state that I have reviewed the proposed intergovernmental agreement for Project VLT-951-6-402PE, -502C between the State of Arizona and the City of Flagstaff for the reconstruction of roadway and the installation of water and sewer on Santa Fe Avenue between Phoenix Avenue and Switzer Canyon Drive, and declare the agreement to be in proper form and within the powers and authority granted the City under the laws under its charter and under the laws of the State of Arizona.

Dated this 29th day of May, 1989.

JOSEPH R. BERTOLDO
FLAGSTAFF CITY ATTORNEY

By: [Signature]
Gene L. Steiger
Asst. City Attorney

RESOLUTION NO. 1616

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE STATE OF ARIZONA TO RECONSTRUCT FLAGSTAFF STREETS, UNIT II, A PORTION OF SANTA FE AVENUE BETWEEN PHOENIX AVENUE AND SWITZER CANYON DRIVE.

WHEREAS, the State of Arizona seeks to improve Santa Fe Avenue between Phoenix Avenue and Switzer Canyon Drive, and the City of Flagstaff seeks to relocate and replace City sewer and water lines in Santa Fe Avenue as required; and


WHEREAS, the State has offered to prepare plans for the reconstruction of the streets, to contract for construction of the roadway improvements and the required utility improvements, to supervise the construction and to charge the City therefor;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The Council of the City of Flagstaff, pursuant to Article I, Section 3, of the Flagstaff City Charter does hereby approve the Intergovernmental Agreement between the State of Arizona and the City of Flagstaff for Project VLT-951-6-402PE, -502C. Mayor Christopher Bavasi is authorized to execute this Agreement on behalf of the City of Flagstaff.

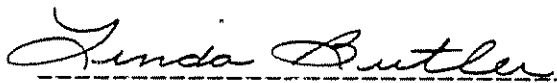
SECTION 2: The Council hereby approves the total estimated costs to be assigned to the City under this Agreement in the amount of \$1,190,426 as itemized on Exhibit A to the Intergovernmental Agreement.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 6th day of June, 1989.



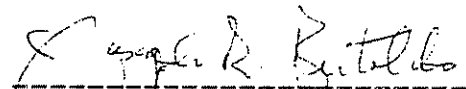
MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:




CITY ATTORNEY

CERTIFICATION

I, LINDA BUTLER, City Clerk of the City of Flagstaff, Arizona, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 1616, adopted by the Flagstaff City Council at their Meeting held June 6, 1989.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 19th day of June, 1989.



CITY CLERK

(SEAL)

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

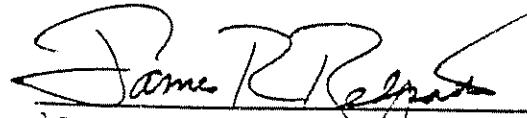
DETERMINATION

A. G. Contract No. KR-873370-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of June, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division